

Title and Registration User's System for Tennessee - TRUST
RFP # 317.30.004 – Attachment 9.15
Amendments/Clarifications/Questions

May 24, 2001

Amendment 3

NOTICE: There are several very important changes reflected in the amendments made to date, as well as those described below. As stated in RFP Sections 1.5 and 3.20, Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments. It is the Proposers' responsibility to be aware of and to incorporate all amendments stated below, and to ensure that their Proposals respond to the amended language.

The "Deadline for Submitting a Proposal" has been changed to June 11, 2001; 2:00 PM, CT.

Other subsequent dates have changed as well. See item 2 below for the amended dates.

1. RFP Section 1.3, Contract Duration, first paragraph. Delete the first paragraph in its entirety and replace it with the following:

The State intends to enter into a contract with an effective period of August 15, 2001 through August 14, 2004.

2. RFP Section 2, RFP Schedule of Events. Delete the "EVENT" table in its entirety and replace it with the following:

	EVENT	DATE	TIME
1.	State Issues RFP	4/12/01	
2.	Deadline for Proposers with a Disability to Make Accommodation Requests	4/20/01	
3.	Pre-proposal Conference	4/27/01	1:00 PM
4.	Deadline for <i>Letter of Intent to Propose</i>	5/2/01	
5.	Deadline for Written Comments	5/9/01	
6.	State Issues Responses to Written Comments	5/24/01	
7.	Deadline for Submitting a Proposal <u>and</u> State Opens Technical Proposals	6/11/01	2:00 PM
8.	State Completes Technical Evaluations	7/2/01	
9.	State Opens Cost Proposal	7/3/01	8:00 AM

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	EVENT	DATE	TIME
10.	State Completes Cost Evaluations	7/5/01	
11.	State Sends a written Evaluation Notice to Proposers and State Opens RFP Files for Public Inspection	7/13/01	9:00 AM
12.	Conclusion of Contract Negotiation and Contract Signing	8/1/01	
13.	Anticipated Contract Start Date	8/15/01	
14.	Deadline for Performance Bond (failure to submit the performance bond as required shall result in contract termination)	8/29/01	

3. RFP Section 4.4, Performance Bond, second paragraph. Delete the second paragraph in its entirety and replace it with the following:

The successful Proposer shall obtain the required performance bond in form and substance acceptable to the State (as detailed by RFP Attachment 9.8: Performance Bond) and provide it to the State no later than August 29, 2001. Failure to provide the performance bond prior to the deadline as required shall result in contract termination.

4. RFP Section 5.3.6, "Product Development Fixed Cost," first paragraph, page 20. Delete the first paragraph of this section in its entirety and replace it with the following (the remainder of the section remains as written):

In the "Product Development Fixed Cost" table provided, **the Proposer must enter a fixed-cost for each development phase of the project. See Contract Attachment X: Software Cost Clarification for an explanation of software costs to be included in this portion of the Cost Proposal.** The costs so proposed shall include all costs to the State to fully implement TRUST at the Phase I central office sites (Metro Center, Foster Avenue, and TRICOR), including, but not limited to, all analysis, design, development, testing, hardware, software, installation, systems integration, application support, troubleshooting, and training costs. See Contract Attachment R: Responsibility to Provide TRUST Hardware/Software/Services, for a list of the hardware/software/services the Contractor will provide.

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5. RFP Section 5.3.6, "Product Development Fixed Cost," fifth paragraph, page 21. Delete the fifth paragraph of this section in its entirety and replace it with the following (the remainder of the section remains as written):

If the Proposer is proposing Pre-Existing Application Software, then, upon the State's written acceptance of the Phase I implementation sites, the Contractor shall provide the State with a perpetual, royalty-free, paid-up, unlimited, non-exclusive, and irrevocable license to use the Pre-Existing Application Software. There shall be no on-going licensure fees. In addition, the Contractor will also provide source code for the Pre-Existing Application Software at the same time that it provides source code for the remainder of the TRUST system.

6. RFP Section 5.3.6, "Phase II Implementation," first paragraph, page 21. Delete the first paragraph of the section in its entirety and replace its with the following (the remainder of the section remains as written):

In the appropriate spaces in the "County Clerk Implementation Cost" table provided, **the Proposer must enter a single cost to complete the full implementation of TRUST at each County Clerk implementation site listed. See Contract Attachment X: Software Cost Clarification for an explanation of software costs to be included in this portion of the Cost Proposal.** The costs proposed include all costs (exclusive of those noted below) to the State to complete the full implementation, including, but not limited to, all hardware, software, installation, systems integration, application support, troubleshooting, and training costs. The State is responsible for providing communications to the site and any additional wiring that may be required within the site to accomplish connection to the State's network. See Contract Attachment R: Responsibility to Provide TRUST Hardware/Software/Services, for a list of the hardware/software/services the Contractor will provide.

7. RFP Section 5.3.6, "Line Item Hardware/Software," last bulleted item and final paragraph, page 22. Delete the last bulleted item and the final paragraph of the Line Item Hardware/Software section in their entirety and replace with the following (the remainder of the section remains as written):

- Imaging Hardware/Software Components. In the appropriate space in the "Line Item Hardware/Software Cost" table provided, **the Proposer must enter a single per-unit cost to provide each Imaging Hardware/Software Component listed. For each of the three "License" line items, include all costs for a perpetual license; however, do not include on-going maintenance fees.** If the Proposer prices the "Imaging User License -- Per Seat" item in terms of "simultaneous logged-on users" (SLUs), "then the Proposer must convert its proposed cost to a "per seat" cost; to do so, the Proposer should assume three (3) users per SLU. See Sections A.4.c and A.5.d of the *pro forma* Contract for additional information regarding Imaging Hardware/Software Components. See Contract Attachment U: Imaging for specifications, for the Imaging Hardware/Software Components.

In addition, the costs so proposed must include all costs for any incidental items necessary to install the components in question and make them operational in the State's environment; for example, cables, adapters, connectors, attachments, cards, consumables (such as light bulbs), etc.

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If the Proposer receives the Contract award, the Line Item Hardware/Software amounts proposed will be transferred to the "Line Item Hardware/Software Payment Methodology" section of the Contract.

8. RFP Section 8, Pro Forma Contract. Delete the section B.1 in its entirety and replace it with the following:

B.1. Contract Term. This Contract shall be effective for the period commencing on August 15, 2001 and ending on August 14, 2004. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

9. RFP Section 8, Pro Forma Contract. Delete the first paragraph of Section C.5 in its entirety and replace it with the following:

C.5. Line Item Hardware/Software Payment Methodology. Upon completion of delivery, installation, and testing of Line Item Hardware/Software as described in Section A of this Contract, the Contractor shall submit an invoice for each item installed, in form and substance acceptable to the State and with all of the necessary supporting documentation, prior to any payment. The Contractor shall be compensated for each item based upon the following Line Item Costs:

10. RFP Section 8, Pro Forma Contract. Delete section E.4.II) in its entirety and replace it with the following (the remainder of E.4 remains as written):

II) incomplete performance of any term or provision of the Contract;

11. RFP Section 8, Pro Forma Contract. Add the following as section E.5.e:

E.5.e. Upon Partial Takeover, the Contractor shall be entitled to receive compensation for satisfactory, authorized services completed as of the date the State takes over those same services, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered.

12. RFP Section 8, Pro Forma Contract. Delete Section E.6 in its entirety and replace it with the following:

E.6. Ownership of Materials and Rights to Knowledge Obtained.

E.6.a State Ownership of Work Products. The State shall have all ownership right, title, and interest, including ownership of copyright, in all work products, including application source code, created, designed, or developed for the State under this Contract. The State shall have royalty-free, exclusive, and unlimited rights to use, disclose, reproduce, or publish, for any purpose

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whatsoever, all said work products. The Contractor shall furnish such information and data upon request of the State, in accordance with the Contract and applicable State law.

E.6.b. Contractor Proprietary Products. The Contractor shall retain ownership right, title, and interest in the portions of the TRUST System that were not developed using State moneys or resources, and that were complete and the property of the Contractor as of the effective date of the Contract (known as "Contractor Proprietary Products"). The following provisions apply:

- i. The Contractor hereby grants the State a perpetual, royalty-free, paid-up, irrevocable, unlimited, and non-exclusive right to use the Contractor Proprietary Products for the State's business purposes. The Contractor warrants that Contractor is duly authorized to grant this right.
- ii. The State shall take all reasonable steps to preserve the confidential and proprietary nature of the Contractor Proprietary Products. The State shall make reasonable efforts not to disclose or disseminate Contractor's proprietary information to any third party that is not an agent of the State.

E.6.c. Acquired Knowledge and Skills. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.

E.6.d. Development of Similar Materials. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.

13. RFP Section 8, Pro Forma Contract. Delete the second paragraph of Section E.7 in its entirety and replace it with the following:

The Contractor shall obtain the required performance bond in form and substance acceptable to the State and provide it to the State no later than August 29, 2001. Failure to provide the performance bond prior to the deadline as required shall result in contract termination.

14. RFP Section 8, Pro Forma Contract. Delete Section E.22 in its entirety, including its subsections, and replace it with the following:

E.22. Pre-Existing Application Software-Related Provisions. If the Contractor's TRUST system solution includes Pre-Existing Application Software, the following provisions shall apply (for the definition of "Pre-Existing Application Software" see Contract Attachment X):

E.22.a. Perpetual License. Upon the State's written acceptance of the completion of the Implementation Phase, the Contractor shall provide the State with a perpetual, royalty-free, paid-up, unlimited, non-exclusive, and irrevocable license to use and operate the Pre-Existing Application Software for the State's business purposes as a part of the TRUST system. Under such perpetual license, the State shall also have the right to extend access to and use of the Pre-Existing Application

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Software (as a part of the TRUST system) to other users, including, but not be limited to, County Clerks, automobile dealers, and the general public, consistent with the purposes of TRUST. The Contractor shall not charge the State any additional fees, on-going licensure fees, maintenance fees, or otherwise, for this perpetual license. This provision shall survive the term of this Contract.

- E.22.b. Pre-Existing Application Software Source Code. The Contractor shall deliver the Pre-Existing Application Software source code to the State at the same time that it delivers the source code for the remainder of the TRUST system.

15. Contract Attachment A, Sections 1 and 2. Delete Sections 1 and 2 in their entirety and replace them with the following (subsections within Section 2 remain as written):

1 Software Delivery Strategy

The Proposer may propose either to develop the TRUST System from "scratch" or to install pre-existing software (either a complete application or lines of application software code) modified to meet the State's needs. In response to this section, the Proposer must clearly indicate its intent and whether or not it is proposing pre-existing software as a part of its solution.

Regardless of the delivery strategy the Proposer chooses, the Proposer must include all costs associated with the development, customization, and/or modification of the TRUST System as a part of its Cost Proposal. See RFP Section 5.3, Cost Proposal, for details concerning the Cost Proposal requirements. Do not include Cost Proposal or pricing information in the Technical Proposal response.

Selection of pre-existing software will not alter the requirements or deliverables outlined in each phase of the project in this RFP. Software applications with an original production date earlier than 1995 will not be considered.

2 Proposed Pre-Existing Software

If pre-existing software is proposed as a part of the application solution, the proposal must describe in detail how the pre-existing software will be modified to fit the business functional requirements set forth in this RFP and to fit the State's technical environment.

Since the proposed software is a part of the proposed TRUST solution, the Proposer must include all costs for the pre-existing software, including any perpetual license fees if applicable, in its Cost Proposal response (see RFP Section 5.3, Cost Proposal). However, do not include Cost Proposal or pricing information in the Technical Proposal response.

If an existing application is proposed, the Proposer must provide the following information regarding product history and development plans.

16. Contract Attachment A, Section 2.3. Delete Section 2.3 in its entirety and replace it with the following:

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2.3 Technical Requirements/Considerations

- a. Identify the application's programming language(s) and version(s). Identify all volume limitations designed into the application.
- b. Identify the database management system and any other third-party software required for operation or maintenance of the application. Identify any "add-ons," "plug-ins," "components/objects" to plug-ins, etc., required for operation or maintenance of the application. Identify development tools used if licensing such tools is required to facilitate maintenance.

If any such products are required, see Contract Attachment X: Software Cost Clarification for an explanation of where to include these costs in the Cost Proposal. Do not include Cost Proposal or pricing information in the Technical Proposal response (see RFP Section 5.3, Cost Proposal).

If any of the above software deviates from State standards, this software must conform to the requirements in Sections 4 through 4.1.4 below.

17. Contract Attachment B, Section 3.5. Delete the first paragraph in its entirety and replace it with the following (the subsections of 3.5 remain as written):

As a part of the Proposal, the Proposer must respond to this and each numbered section below, describing its understanding of and approach to meeting the Implementation Phase requirements.

18. Contract Attachment N. Delete the Attachment (as amended) in its entirety and replace it with the following:

Attachment N: Implementation Schedule

Dates in this attachment are tentative & subject to change, at the State's discretion, any time throughout the project.

<u>CRITICAL DATES</u>	<u>TARGETED IMPLEMENTATION MILESTONE</u>
August 15, 2001	Project Contract Signing and Start
<u>TRUST DEVELOPMENT</u>	
October 15, 2002	Complete the following TRUST Phases:
	Design Kick-off
	Design
	Construction
	Acceptance Test
<u>PHASE I IMPLEMENTATION</u>	
	Complete Phase I Implementation for the following:
November 15, 2002	Dept of Safety: T&R staff, selected Central Office staff

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	TRICOR: selected Inventory staff
	Five (5) County Clerk Offices & Satellites
	Intranet (for DOS, TRICOR and Clerk Offices*)
	Extranet (for Lienholders* and Dealers*)
	Internet (for the General Public)
December 16, 2002	Complete State User Acceptance, Approval and Sign Off*
	TRUST 12 month Warranty Period begins
<u>PHASE II IMPLEMENTATION</u>	
	Complete Phase II Implementation at the following rate:
December 16, 2002	County Clerk Offices & Satellites, counties 6 – 15
January 16, 2003	County Clerk Offices & Satellites, counties 16 – 25
February 17, 2003	County Clerk Offices & Satellites, counties 26 – 35
Etc. (In 1 month increments)	Etc. (10 per month for counties 36 – 85)
August 18, 2003	County Clerk Offices & Satellites, counties 86 – 95
<u>PROJECT CLOSURE</u>	
December 15, 2003	TRUST 12 month Warranty Period ends
January 15, 2004	Complete Project Closure

* Net services implemented in Phase I for acceptance/sign-off purposes. Actual users are granted access in Phase II

19. Contract Attachment Q, page 487. Delete the following paragraphs in their entirety:

Disabled Driver Placards/Dealer Plates (DIHP);
Correspondence (DIRC);
Provider's Access (DIPA);
Shelby County (Possibly Others) Address Information.

And replace them with the following:

Disabled Driver Placards/Dealer Plates (DIHP)

The Placards/Dealer Plates subsystem maintains information about the issuance of Disabled Driver Placards and Dealer Plates. It does not interface with the major functions of T & R but houses the same type of information. This subsystem consists of three DB2 tables that contain customer information, placard/plate information, and a list of issuing cities and counties by zip code. This file contains over 1.4 million records.

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Correspondence (DIRC)

When correspondence with an outside entity is required a form letter can be generated by the Correspondence system. This subsystem consists of six DB2 tables that control the creation and tracking of the letters. The tables house information about the predefined paragraph text, the user generated data in a letter, the audit trail of the letters and letter generation control information. This file contains over 9.7 million records.

Provider's Access (DIPA)

The State of Tennessee developed an on-line access to Department of Safety (Driver License and T & R) information. Selected entities could perform real-time inquiries of either system's information for a fee. While the delivered T & R information is provided from the databases defined above, the control and activity tracking are supported by four DB2 tables. These tables contain information about the entities, the entity's account, the defined transaction and fee information. This file contains over 1.8 million records.

Shelby County Address Information

Shelby County has a municipal wheel tax and prints its own renewals. As a result of this, Shelby County maintains customer address information on their computer system. This data will have to be converted/loaded into the TRUST System.

20. Contract Attachment R. Add the following note after the "HARDWARE/SOFTWARE/SERVICES RESPONSIBILITIES" table:

NOTE: With regard to "Contractor-Provided Hardware/Software/Services," the vendor is not required to procure these items off of existing State of Tennessee contracts. The vendor is free to purchase these items from sources of their choosing. However, these items are still subject to requirements related to the State's standard technical architecture stated in Contract Attachment A, Section 4.

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21. Contract Attachment W, PHASE I Implementation table. Delete the table in its entirety and replace it with the following:

Location	System or Access	Authorized MV Users	Counter Position Workstations	Reflective Paper Decal Capable Printers	Back Office Workstations	Scanners *	Annual Scanner Volumes **
PHASE I Implementation							
Nashville Locations	- -						
TDOS Metro Center	On-line	150	6	3	n/a		116,000
TDOS Foster Avenue	n/a	5	0	0	n/a		n/a
TRICOR	n/a	4	0	0	n/a		n/a
County Locations	- -						
Blount + 3 Satellites	Delta	6	10	6	3		234,000
Lawrence	B Link	1	5	3	2		75,400
Moore	Manual	2	1	1	0		11,600
Shelby + 9 Satellites	IS Shop	79	50	26	17		1,200,800
Sumner + 2 Satellites	BIS	20	9	5	3		192,400
PHASE I Totals	- -	267	81	44	25	TBD *	n/a

22. Add the following as Contract Attachment X:

Attachment X: Software Cost Clarification

With regard to the software that the Proposer may propose in response to this RFP, the State has identified three possible categories. These categories are defined as follows:

- Pre-Existing Application Software -- any pre-existing application software, including, but not limited to complete packages, subroutines, builds, and/or individual lines of software code, that is proposed as a part of the overall TRUST solution. For example, the vendor might propose a previously developed package or some portion of a pre-existing package with the intent of modifying this software to meet Tennessee's needs. Note that this definition does not include specialized third-party software, add-ons, plug-ins, or components/objects to plug-ins. These are discussed separately below.
- Custom-Developed Application Software -- any application software developed for the State of Tennessee, using State moneys, during the TRUST system project.

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- Third-party software, add-ons, plug-ins, components to plug-ins, etc. -- any other software that is required for the operation or maintenance of the TRUST system as proposed (for example, specialized software, such as Word or Excel; or software development tools). Note that these products may be subject to restrictions imposed by the State to prevent the introduction of non-standard software. See Contract Attachment A, Section 4.

The table below expresses the State's intent with regard to pricing for each of the above categories:

SOFTWARE CATEGORY	STATE'S REQUIREMENTS	WHERE TO INCLUDE COST IN COST PROPOSAL
Pre-Existing Application Software	<ol style="list-style-type: none"> 1. Vendor provides the State with perpetual license that survives the termination of contract. 2. Vendor provides the State with source code for the Pre-Existing Application Software. 3. The vendor will never charge the State any additional fees for licensure/maintenance. 	All costs for the full term of the contract, and beyond, in perpetuity, must be included in the Product Development Fixed Cost proposed.
Custom-Developed Application Software	<ol style="list-style-type: none"> 1. State owns the software and all rights associated with it. 2. Vendor provides the State with source code. State owns source code. 3. Since State owns the software, there are never any ongoing licensure or maintenance fees. 	All costs for the full term of the contract, and beyond, in perpetuity, must be included in the Product Development Fixed Cost proposed.
Third-party software, add-ons, plug-ins, components to plug-ins, etc.	<ol style="list-style-type: none"> 1. The Contractor shall license each item of this software for one (1) full year from the date of the State's written acceptance of the software as implemented at each of the three central office sites or each of the 95 County Clerk sites. The Vendor shall pay all licensure/maintenance fees for this first year. 2. At the end of the first year, the State will arrange to license the software directly from the companies in question. The Vendor will facilitate this transfer of licenses from the Vendor to the State. 	All costs for this software for one (1) full year of usage by the State shall be included in either the Product Development Fixed Cost or the County Clerk Implementation Cost, depending upon where the software in question is to be installed.

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	<p>3. There shall be no additional cost to the State to use this software during the first year following its installation. Since the State will license the software directly after the first year, the Vendor shall not charge the State any on-going licensure or maintenance fees.</p> <p>4. The State shall receive the benefit of any manufacturers' warranties in excess of the State's warranty requirements as stated in the Contract.</p>	
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23. Add the following as Contract Attachment Y:

Attachment Y: Specifications for Validation Stickers

**SPECIFICATIONS FOR YEARLY VALIDATION STICKERS
REGISTRATION YEAR 2002
(COUNTERFEIT PROOF)
(SINGLE)**

SECTION I -- DESCRIPTION

The validation stickers shall be made of silver/white weather resistant retro-reflective sheeting having a smooth flat outer surface as exposed in use and pressure sensitive adhesive on the backside for convenient and durable attachment to the flat, smooth background surface of license plates. The retro-reflective (hereafter referred to as "reflective") sheeting shall consist of lens elements enclosed within a transparent resin and shall have a pre-coated pressure sensitive adhesive backing protected by a removable liner. Counterfeit proof sheeting shall be distinguished by a counterfeit proof custom design supplied by user. Said mark shall be an integral part of the sheeting and shall not be removable or affected by physical or chemical methods. Said mark shall not be readily discernible by reflected light. The reflective sheeting shall have a smooth weather resistant, flat outer surface. Reflective stickers shall be processed according to the sheeting manufacturer's recommendations and protectively coated with a finishing clear to assure the performance and durability expected.

SECTION II -- MATERIAL REQUIREMENTS

A. ADHESIVE

1. The pre-coated pressure-sensitive adhesive shall form a durable, vandal resistant bond to clean, dry, properly painted or reflective sheeting license plate surfaces or sticker surface of the same material for the life of the plate issue.

2. The adhesive shall not exude from edges of the sheeting when processed into finished stickers so as to cause stacked pieces to stick together during shearing, cutting, printing, handling or packaged in shipment and distribution.

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3. The protective liner attached to the adhesive shall be removable by peeling without soaking in water or other solvents and shall be easily removed after storage for four hours at 150 degrees F (66 degrees C) under a weight of 2.5 lb. Per square inches (0.17 KG/CM squared).

4. The protective liner shall be of 80 lb. Basis weight paper, and the total thickness of sheeting, adhesive and liner, shall not exceed 0/012 inch (0.305 MM).

B. RETRO-REFLECTIVE CHARACTERISTICS:

1. The unprinted reflective sheeting shall have the following minimum coefficient of retro-reflections expressed as average candlepower per foot candle per square foot of material (candles per lux per square meter). Test samples shall be oriented as specified in the manufacturer's instructions. The coefficient of retro-reflection shall be measured in accordance with ASTM E-810, STANDARD Test Method for Coefficient of Retro-Reflections of Reflective Sheeting", except that only one reading shall be taken at each position; the sample shall not be rotated 90 degrees.

Observation Angles	White	
	0.2 Degrees	0.5 Degrees
Entrance Angles		
-4 Degrees	50.0	30.0
40 Degrees	10.0	8.0

2. Rainfall performance: The coefficient of retro-reflection of the same sheeting totally wet by rain, shall not be less than 90% of the above values. Wet performance measurements shall be conducted at .02 degrees observation and -4 degrees entrance angle in accordance with ASTM E-810 and using the test set-up described in FHWA Specifications FP-85, Section 718.02 (A) and Section 7.10.1 of AASHTO M268.

C. COUNTERFEIT PROOF MARK:

The sheeting shall have security marks which are an integral part of the sheeting.

The Security Marks shall be of a design mutually agreed upon by the state and the sheeting manufacturer and shall meet the following additional requirements.

1. Stickers (25 inches - 64 CM - from the ground) properly applied to a vertically mounted license plate shall provide effective visual verification.

2. The security marks shall: (1) Be verifiable in daylight and by retro-reflected light at night; (2) Not alter sheeting colors or reduce sheeting brightness below specified levels; and (3) Not removable by chemical or physical means from the sheeting or the finished validation sticker applied or unapplied, without irreparable damage to the reflective system.

a. NON-REPRODUCIBLE: Shall not be reproducible in other finished retro-reflective sheeting without destruction of their reflective systems.

b. NON-REMOVABLE: Shall not be removable by chemical or physical means from the face surface of the retro-reflective sheeting or finished validation stickers, applied or unapplied, without irreparable damage of their reflective system.

3. The sheeting surface shall be readily cut/die cut without cracking or flaking and shall be compatible with transparent or opaque inks and protective finishing clear coating, as designed and supplied by the reflective sheeting manufacturer for sticker fabrication.

The sticker processed and applied in accordance with recommendations of the reflective sheeting manufacturer shall be easily cleansed of normal dirt accumulation by washing with water and mild detergent. The surface shall be sufficiently solvent resistant to permit cleaning with solvents such as VM&P NAPHTHA, Mineral Spirits, Turpentine or other solvents commonly used on vehicle finishes. Rinsed and dried, the surface shall show no appreciable change following cleaning when compared to a new, clean sheeting/sticker surface.

D. COLOR:

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The daytime color of the reflecting surface and of the light reflected shall conform to a color sample which will be acceptable to the user. The transparent ink shall be those recommended by the reflective material manufacturer to provide adequate weather and normal wear resistance. When properly covered with a quality coating of protective finishing clear provided by the reflective material manufacturer and color fastness of the inks used in printing shall be guaranteed by the manufacturer for a minimum of one (1) year.

E. PROTECTIVE FINISHING CLEAR:

The protective finishing clear shall be provided by the reflective material manufacturer. This clear shall be compatible with the reflective material and printed thereon. It shall remain clear, provide good adherence and durability for the entire service period required.

F. PHYSICAL CHARACTERISTICS AND PACKAGING:

Reflective decals shall be free from ragged edges, cracks and blisters. Reflective decals shall be moisture resistant and readily cut without cracking, crazing, checking or flaking. Validation stickers shall be face scored and slit with 5/16" top border with the words "STAPLE HERE". The perforation between stickers to be made with an 8" tooth perforation rule. Samples available upon request.

SECTION III -- FABRICATION REQUIREMENTS

A. DESIGN:

The design of the reflex-reflective validation stickers shall be silver/white with year date "03" blue on white counterfeit-proof reflective sheeting. Abbreviation "TENN" is to be printed vertically on the RIGHT side of the decal. The year date: "03" to be ½" high as depicted on sample. All sample decals to have superimposed across face of decal the word SAMPLE. Blue must be *exact* shade of blue as "Tennessee" on enclosed sample plate.

B. SIZE:

The dimensions of the validation sticker shall be 1" x 1 ½" in size.

C. SERIAL NUMBER:

The stickers shall be consecutively numbered with seven digits on the face of the decal running from 0000001 to 5000000.

D. FILM:

1. The diffuse daytime and reflected color of the sheeting surface shall conform to a standard color sample which will be accepted by the user prior to the start of production.

2. The sheeting shall be provided with integral marking designed to prevent counterfeiting of the validation stickers.

a. The markings on a completed validation sticker are used on a finished license plate. (Sticker Size 1 ½" x 1" shall be easily discernible when viewed under reflected light conditions.

b. Shall not be reproducible in other finished retro-reflected sheeting or finished validation stickers, applied or unapplied, without irreparable damage of their reflective system.

E. PROTECTIVE COATING:

After all designs and serial numbers are printed, the entire surface area of the validation sticker shall be coated with a high gloss transparent clear recommended by their reflected material manufacturer. Dry thickness of this transparent clear coating shall be a minimum of ½ MIL, (.0005").

F. PROOFS:

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Six (6) proofs of each validation sticker made from specification reflex-reflective sheeting, shall be furnished to the Title and Registration Division, Department of Safety. Proofs shall be furnished within twenty (20) days from date of purchase order.

G. METHOD OF PACKAGING AND SHIPPING:

Yearly validation stickers are to be put into books of 100 stickers per book (20 sheets, 5 per sheet) with one heavy staple through the stub of the top. Also, each book shall have 1 1/4" diameter hole drilled through the stub and sheets below the staple. Between each sticker, an area of no less than 3/8" in width shall read "STAPLE HERE". Front cover of Yearly Validation Stickers is to be labeled "TENNESSEE TITLE AND REGISTRATION DIVISION 2003 YEARLY VALIDATION STICKERS" with the beginning and ending serial numbers indicated. Each validation sticker box shall contain ten books of validation stickers. Beginning and ending serial numbers of stickers within each box should be noted on the exterior of the box. Boxes are to be placed in standard size cartons which will also indicate beginning and ending numbers within. These boxes should be consecutively numbered and indicate the county to which they pertain.

H. SECURITY MEASURES:

The vendor, in accepting the order, shall guarantee that only one copy of each serially numbered validation sticker will be produced. The state reserves the right to enter vendor's premises at any time during the production of the stickers to inspect methods of production and full compliance with all provisions of the purchase order.

The vendor shall provide samples for testing of the security features. Samples will be distributed to various law enforcement agencies by the Department of Safety to examine for recognition of security features. Personnel will inspect decals attached to license plates during daylight and nighttime to determine the effectiveness of the decal.

I. PERFORMANCE LIABILITY:

The manufacturer shall perform and/or be liable for orders as follows:

1. The manufacturer shall insure the delivery of decals at the time specified.
2. In the event of force riot, fire, or damage to facility that would preclude the manufacture and delivery, the manufacturer will assume the liability of contracting with an outside agency for completion of orders without additional cost to the Department of Safety.
3. The manufacturer shall assume liability (cost) of all decals missing or damaged in shipment to the Department of Safety Warehouse.
4. The manufacturer shall be accountable for all misprinted decals. These shall be destroyed by the manufacturer and the vendor will certify as to the destruction of such decals.

J. DELIVERY SCHEDULE/QUALITY CONTROL:

1. Delivery of specification validation stickers to be completed according to the following delivery schedule:

COMPLETE SHIPMENT NO LATER OCTOBER 1, 2001

2. The department will accept partial shipments. The manufacturer is to notify the T & R Warehouse Personnel, 2204 Charlotte Avenue, Nashville, Tennessee 37243, prior to any shipment as to estimated date of arrival and carrier. (615) 741-1801

3. Shipments to be delivered to:

Department of Safety
Supply Warehouse
2204 Charlotte Avenue
Nashville, Tennessee 37243

4. The vendor shall be accountable for all unused counterfeit-proof sheeting and all misprinted and mutilated validation stickers. Any unused sheeting and misprinted and mutilated stickers shall be returned to the state for inventorying.

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5. The vendor shall supply a certified copy of the manufacturer's invoice for the validation sticker sheeting; this represents the amount received by the vendor this order. That invoice figure shall represent the amount of material for which the vendor will be held accountable by the state.

6. Said vendor shall be responsible for defective materials and/or validation stickers.

K. INSTRUCTIONS:

The following instructions shall be printed on the backside of each decal:

APPLICATION INSTRUCTIONS

1. Clean debossed area at upper right corner of license plate.
2. Remove paper backing and rub decal firmly onto debossed area
3. DO NOT MOISTEN DECAL

L. All finished license plate decals shall be guaranteed to give effective performance under normal usage throughout the full service life of one (1) year.

1. All license plate decals manufactured under this specification must be subject to the approval of the Commissioner or designated representative.

TDOS may require such tests at any time during our contractual agreement. Vendor shall furnish these test results upon request to the TDOS.

2. Any and all expenses and costs of any test or tests shall be borne by both the decal manufacturer and material manufacturer.

COUNTY NAME DECAL SPECIFICATIONS

SECTION I -- DESCRIPTION

The county name stickers shall be made of silver/white weather resistant retro-reflective sheeting having a smooth flat outer surface as exposed in use and pressure sensitive adhesive on the backside for convenient and durable attachment to the flat, smooth background surface of license plates.

Reflex-reflective material shall consist of spherical lens elements embedded within a flexible transparent plastic having a smooth, flat outer surface.

SECTION II -- MATERIAL REQUIREMENTS

A. ADHESIVE

1. The reflective material shall include a pre-coated pressure sensitive adhesive which may be applied without the necessity of additional adhesive coats on the reflective material or application surface, or use of water, or other solvents, or heat techniques.

2. The protective liner attached to the adhesive shall be an easy release type and shall be removed by peeling without soaking in water or other solvents and shall be easily removed after accelerated storage for four (4) hours at 180 Degrees F. Removal shall require a maximum pull of 2.2 pounds per lineal inch (0.17 KG/CM squared).

3. The pre-coated pressure sensitive adhesive shall become adhered by pressing it in contact with a clean, dry surface. It shall form a durable bond to clean, well painted surfaces or unpainted corrosion-proof metals. The pre-coated adhesive after 48 hours of aging at 75 degrees F. without appreciable effect on the reflective material, and must be mildew resistant. The pre-coated adhesive shall have no staining effect on the reflective material. It shall permit -10 Degrees F. without necessity for heat or solvent activation.

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B. REFLECTIVE CHARACTERISTICS

1. The unprinted reflective sheeting shall have the following minimum brightness values at .02 Degrees and .5 Degrees divergence expressed as average candlepower per foot - candle per square foot of material (candles per lux per square meter). Measurements shall be conducted in accordance with the photo-metric testing procedures for reflective sheeting specified in ASTM E 810 "Standard Test Method for Co-Efficient of Retro-Reflection of Retro-Reflective Sheeting".

2. **RAINFALL PERFORMANCE:**

The brightness of the reflective sheeting totally wet by rain shall not be less than 90% of the above values. Wet performance measurements shall be conducted at .2 Degrees divergence and -4 Degrees incidence in accordance with ASTM E-810 and the rainfall test apparatus specified in Federal Specifications FP-79, SEC. 718.01 (C).

C. COLOR

The daytime color of the reflecting surface and of the light reflected shall conform to a color sample which will be acceptable to the user. The transparent or opaque inks shall be those recommended by the reflective material manufacturer to provide adequate weather and normal wear resistance. When properly covered with a quality coating of protective finishing clear provided by the reflective material manufacturer and color fastness of the inks used in printing shall be guaranteed by the manufacturer for a period of five (5) years.

D. PROTECTIVE FINISHING CLEAR

The protective finishing clear shall be provided by the reflective material manufacturer. This clear shall be compatible with the reflective material and printed thereon. It shall remain clear, provide good adherence and durability for the entire service period required.

E. PHYSICAL CHARACTERISTICS AND PACKAGING

Reflective decals shall be free from ragged edges, cracks and blisters. Reflective decals shall be moisture resistant and readily cut without cracking, crazing, checking or flaking. Paper protective liner on decals shall be scored in vertical lines 3" from the left edge. A tolerance of 1/32" shall be allowed. The score lines shall cut through the protective liner.

SECTION III -- FABRICATION REQUIREMENTS

A. DESIGN

The design of the reflex-reflective county name stickers shall be Silver/White with the county name in blue (blue must be *exact* match to "Tennessee" on enclosed sample plate) . The letters in the county name shall be no less than 5/8" high (*License plates are designed using this color. Sample for exact matching will be furnished to successful bidder.)

B. SIZE

The dimensions of the county name sticker shall be 5 3/4" in length and 7/8" high. A tolerance of 1/8" will be allowed.

C. PROTECTIVE COATING

After all designs are printed, the entire surface area of the county name sticker shall be coated with a high gloss transparent clear recommended by the reflected material manufacturer. Dry thickness of this transparent clear coating shall be a minimum of 1/2 MIL (.0005").

D. PROOFS

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Six (6) proofs of each county name sticker made from specification reflex-reflective sheeting shall be furnished to the Title and Registration Division, Department of Safety. Proofs shall be furnished with 5 days of date of purchase order.

E. METHOD OF PACKAGING AND SHIPPING

County name stickers are to be put into boxes of 100 stickers per box. These boxes shall be packaged in multiples of ten (10) in larger boxes.

Boxes of county name stickers are to be labeled "Tennessee Title and Registration Division County Name Stickers". These boxes should indicate the county to which they pertain.

F. SECURITY MEASURES

The state reserves the right to enter vendor's premises at any time during the production of the stickers to inspect methods of production and full compliance with all provisions of the purchase order.

G. DELIVERY SCHEDULE

Delivery schedule will be specified at time of order.

H. INSTRUCTIONS

The following instructions shall be printed on the backside of each decal:

APPLICATION INSTRUCTIONS

1. Clean debossed area at bottom center of license plate.
2. Remove paper backing and rub decal firmly onto debossed area.
3. DO NOT MOISTEN DECAL

**SPECIFICATIONS FOR MONTHLY DECALS
(SINGLE)**

SECTION I -- DESCRIPTION

The decals shall be made of silver/white reflex-reflective material having a smooth flat outer surface as exposed to use and pressure sensitive adhesive on the backside for convenient and durable attachment to the flat, smooth background surfaces of license plates.

Reflex-reflective material shall consist of spherical lens elements embedded within a flexible transparent plastic having a smooth, flat outer surface.

SECTION II -- MATERIAL REQUIREMENTS

A. ADHESIVE:

1. The reflective material shall include a pre-coated pressure sensitive adhesive which may be applied without the necessity of additional adhesive coats on the reflective material or application surface, or use of water, or other solvents, or heat techniques.

2. The protective liner attached to the adhesive shall be an easy release type and shall be removed by peeling without soaking in water or other solvents and shall be easily removed after accelerated storage for four (4) hours at 180 Degrees F. removal shall require a maximum of .25 pounds per lineal inch of width.

3. The pre-coated pressure sensitive adhesive shall become adhered by pressing it in contact with a clean, dry surface. It shall form a durable bond to clean, well painted surfaces or unpainted corrosion-proof metals. The pre-coated adhesive after 48 hours of aging at 75 Degrees F. without appreciable effect on the reflective material and

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must be mildew resistant. The pre-coated adhesive shall have no staining effect on the reflective material. It shall permit -10 Degrees F. without necessity for heat or solvent activation.

B. REFLECTIVE CHARACTERISTICS:

1. The unprinted reflective sheeting shall have the following minimum brightness values at .2 Degrees and .5 Degrees divergence expressed as average candlepower per foot - candle per square foot of material (candles per lux per sq. meter). Measurements shall be conducted in accordance with the photo-metric testing procedures for reflective sheeting specified in ASTM E 810 "Standard Test Method for Coefficient of Retro-reflection of Retro-reflective Sheeting".

2. RAINFALL PERFORMANCE: The brightness of the reflective sheeting totally wet by rain shall not be less than 90% of the above values. Wet performance measurements shall be conducted at .2 Degrees divergence and -4 Degrees incidence in accordance with ASTM E 810 and with the rainfall test apparatus specified in Federal Specifications FP-79, sec. 718.01 (C) (1).

C. COLOR

The daytime color of the reflecting surface and of the light reflected shall conform to a color sample which will be acceptable to the user. The transparent or opaque inks shall be those recommended by the reflective material manufacturer to provide adequate weather and normal wear resistance when properly covered with a quality coating of protective finishing clear provided by the reflective material manufacturer and color fastness of the inks used in printing shall be guaranteed by the manufacturer for a period of five years.

D. PROTECTIVE FINISHING CLEAR

The protective finishing clear shall be provided by the reflective material manufacturer. This clear shall be compatible with the reflective material and printed thereon. It shall remain clear, provide good adherence and durability for the entire service period required.

E. PHYSICAL CHARACTERISTICS AND PACKAGING

Reflective decals shall be free from ragged edges, cracks and blisters.

Reflective decals shall be moisture resistant and readily cut without cracking, crazing, checking or flaking.

Paper protective liner on decals shall be scored in vertical lines 3/4" from the left edge. A tolerance of 1/32" shall be allowed. The score lines shall be cut through the protective liner.

SECTION III -- FABRICATION REQUIREMENTS

A. DESIGN

The design of the reflex-reflective monthly decal shall be Silver/White with the month to be *exact* match to the blue "Tennessee" on enclosed sample plate. Letters of month to be no less than 5/8" high. Sample decals to have superimposed across face of decal the word SAMPLE.

B. SIZE

The dimensions of the monthly decals shall be 1" x 1 1/2" in size.

C. PROTECTIVE COATING

After all designs are printed, the entire surface area of the monthly decal shall be coated with a high gloss transparent clear recommended by the reflective material manufacturer. Dry thickness of this transparent clear coating shall be a minimum of 1/2 MIL (.005").

D. PROOFS

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Six (6) proofs of each monthly decal made from specifications reflex-reflective sheeting shall be furnished the Title and Registration Division, Department of Safety. Proofs shall be furnished seven (7) days from date of purchase order.

E. METHOD OF PACKAGING AND SHIPPING

Monthly decals are to be put into books of 100 stickers per book (20 sheets, 5 per sheet) with one heavy staple through the stub at the top. Also, each book shall have a 1 1/4" diameter hole drilled through the stub and sheets below the staple. Between each sticker, an area of no less than 3/8" in width shall read "STAPLE HERE". The front cover of the book is to be printed "Tennessee Title and Registration Division Monthly Decals". Ten books should go into a box. Boxes should be placed in standard size cartons, which shall be marked in a manner reflecting the contents.

F. SECURITY MEASURES

The Department of Safety reserves the right to enter vendor's premises at any time during production of the decals in inspect methods of production and full compliance with all provisions of the purchase order. The vendor shall establish a thorough system for the immediate accounting of all damaged or mutilated decals as set forth herein.

G. DELIVERY SCHEDULE

To be specified at time of order.

The Department of Safety will accept partial shipments. The manufacturer is to notify the T & R Warehouse personnel, 2204 Charlotte Avenue, Nashville, Tennessee 37243, (615) 741-1801, prior to any shipment as to estimated date of arrival and carrier.

H. INSTRUCTIONS

The following instructions shall be printed on the backside of each decal:

APPLICATION INSTRUCTIONS

1. Clean debossed area at upper left corner of license plate.
2. Remove paper backing and rub decal firmly onto debossed area.
3. DO NOT MOISTEN DECAL

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24. RFP Attachment 9.11: State Standards, Guidelines and Technical Architecture. Delete the "Hardware/Software Products Standards" table in its entirety and replace it with the following:

Hardware/Software Products Standards

Last Updated: May 15, 2001

NOTE:

The State expects to add Windows 2000 Server to its Technical Architecture over the course of the next few months and for the purposes of this procurement it may be considered as a part of our architecture.

Category	Sub-Category	Servers				Desktop
	Operating Systems	OS/390	Solaris	Netware	NT	Windows 2000 Windows 95 Windows NT Workstation
Software	File and Print Services			NetWare		
Software	Application/ Data-base Server Operating System	OS/390	Solaris	NetWare	Windows NT Server	
Software	Application Server		Oracle 9i Application Server		Oracle 9i Application Server	
Software	Firewall		Firewall-1			
Software & Hardware	Virtual Private Networks				Microsoft VPN	Microsoft VPN
Software	WEB Server		Netscape Oracle HTTP Server		Internet Information Server	

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Category	Sub-Category	Servers				Desktop
	Operating Systems	OS/390	Solaris	Netware	NT	Windows 2000 Windows 95 Windows NT Workstation
Software	Postal Verification Certification	Finalist	Finalist (Cross Check)			
Software	Data Warehousing/ Metadata Storage, Extraction, Cleansing, Transformation	Ardent IMS Change Data Capture Ardent DB2 Change Data Capture				Ardent Warehouse Executive Ardent Warehouse Directory
Software	Data Warehousing/ Relational on-line Analytical Processing (ROLAP)				MicroStrategy Intelligence Server MicroStrategy Web MicroStrategy Broadcaster MicroStrategy InfoCenter	MicroStrategy Architect MicroStrategy Agent MicroStrategy Executive MicroStrategy Administrator
Software	Certificate Authority/ Public Key Infrastructure		Entrust		Entrust	Entrust
Software	Directory Services			NDS Directory		

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Category	Sub-Category	Servers				Desktop
	Operating Systems	OS/390	Solaris	Netware	NT	Windows 2000 Windows 95 Windows NT Workstation
Software	Data Modeling Tools					PowerDesigner DataArchitect PowerDesigner Warehouse Architect Erwin
Software	Listserv		L-Soft		L-Soft	
Software	Electronic Mail	DISOSS Office Vision		GroupWise		GroupWise
Software	System/Data Security	RACF logical security	UNIX Operating System Security	NetWare Operating System Security	Windows NT Operating Systems Security	Screen Saver Power-On Password NT Log-on
Software	Batch Reporting Languages	Easytrieve Plus SAS QMF	SQR			
Software	CBT (Computer Based Training)	Phoenix		Phoenix		Phoenix

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Category	Sub-Category	Servers				Desktop
	Operating Systems	OS/390	Solaris	Netware	NT	Windows 2000 Windows 95 Windows NT Workstation
Software	Change Management	Librarian (Change Control Facility)	PVCS Suite	PVCS Suite	PVCS Suite Microsoft Visual SourceSafe	PVCS Suite Microsoft Visual SourceSafe
Software	Communications Protocol	TCP/IP SNA/SDLC	TCP/IP Dial-up Asynchronous PPP	NetWare IPX/SPX Dial-up Asynchronous TCP/IP PPP	TCP/IP	Dial-up Asynchronous PPP
Software	DBMS	DB2 IMS/DB	INFORMIX Oracle	Oracle	Oracle SQL Server	Dbase Oracle FoxPro Access
Software	Desktop Publishing					Pagemaker

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Category	Sub-Category	Servers				Desktop
	Operating Systems	OS/390	Solaris	Netware	NT	Windows 2000 Windows 95 Windows NT Workstation
Software	Application Development Languages/Tools	COBOL MVS TELON	Oracle Internet Developer Suite (iDS) * Jdeveloper and Business Components for Java * Forms Developer * Designer * Reports Developer * Discoverer		Oracle Internet Developer Suite (iDS) * JDeveloper and Business Components for Java * Forms Developer * Designer * Reports Developer * Discoverer Microsoft Visual Studio	Visual Basic Access FoxPro PowerBuilder Oracle Internet Developer Suite (iDS) * Jdeveloper and Business Components for Java * Forms Developer * Designer * Reports Developer * Discoverer Microsoft Visual Studio
Software	Graphical User Interface		Jacada		Jacada	Jacada
Software	GIS		ArcInfo ArcView		ArcInfo ArcView	ArcInfo ArcView

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Category	Sub-Category	Servers				Desktop
	Operating Systems	OS/390	Solaris	Netware	NT	Windows 2000 Windows 95 Windows NT Workstation
Software	File Transfer	MVS/Expedite XCOM/SNA XCOM/IP TSO FTP Connect: Direct	RJE FTP	NetWare SAA	FTP	XCOM WS-FTP LE PC3270 Attachmate Extra! Attachmate KEA PathWay FM (FTP)
Software	Host (Mainframe) Communications	ACF/VTAM (telecommunications access) ACF/NCP (Network Control Program)	3270 RJE	NetWare SAA (3270)	Host on Demand (HOD)	IBM Personal Communications/3270 Procomm Plus (includes host communications & PC to PC, etc.) NSA, (RJE) Host on Demand (HOD)
Software	Middleware	EDA			STARSQL DB2 Connect	STARSQL DB2 Connect

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Category	Sub-Category	Servers				Desktop
	Operating Systems	OS/390	Solaris	Netware	NT	Windows 2000 Windows 95 Windows NT Workstation
Software	Output Management	INFOPAC Microfiche AFP (Advanced Function Printing)				
Software	Spreadsheets					Excel Lotus 1-2-3
Software	TP Monitors	ROSCOE CICS IMS/DC TSO				
Software	Word Processing					Microsoft Word Word Perfect
Software	Imaging, Work Flow, Document Mgmt.		FileNet Panagon		FileNet Panagon	
Software	Automated Data Capture (OCR/ICR)			Cardiff	Cardiff	Cardiff
Software	Software Distribution					ZENworks

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Category	Sub-Category	Servers				Desktop
	Operating Systems	OS/390	Solaris	Netware	NT	Windows 2000 Windows 95 Windows NT Workstation
Software	System Management	NetView	OpenView Optivity	ZENworks Insite Manager	Insite Manager	ZENworks
Software	Virus Protection			Norton Anti-Virus	Norton Anti-Virus	Norton Anti-Virus
Software	Browser					Netscape Internet Explorer
Software	Ad-hoc Query/Reporting	QMF	SQR			Hummingbird BI/Query version 5.2 or greater Oracle Internet Developer Suite (iDS) Reports Developer Oracle Internet Developer Suite (iDS) Discoverer Crystal Reports
Software	Backup/Retrieval	FDR HSM		ArcServe	ArcServe	
Software	Report Distribution	Document * Direct			Document * Direct	View * Direct

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Category	Sub-Category	Servers				Desktop
	Operating Systems	OS/390	Solaris	Netware	NT	Windows 2000 Windows 95 Windows NT Workstation
Hardware	Network	IBM 3745/SNA/ Token Ring IBM 2216 OSA (Ethernet Adaptor)	Ethernet Adapter	Ethernet Adapter Token Ring Adapter	Ethernet Adapter Token Ring Adapter	SDLC/ DFT Token Ring Adapter Ethernet Adapter
Hardware	Processor	IBM (OS/390) compatible	Solaris compatible	Intel	Intel	Intel
Methodology	Systems Development Life Cycle Methodology	State of Tennessee IT Methodology		State of Tennessee IT Methodology	State of Tennessee IT Methodology	State of Tennessee IT Methodology
Software	Project Management			Microsoft Project ABT Project Workbench	Microsoft Project ABT Project Workbench	Microsoft Project ABT Project Workbench
Software	Problem Management (Help Desk)		Remedy Action Request System			Remedy User Windows NT

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#	Question	Response
	Note: in the questions that follow, any vendor's restatement of the text of the TRUST Request for Proposals (RFP) is for reference purposes only and shall not be construed to change the original RFP wording.	
47	Reference Section 8, Pro Forma Contract: Will the State consider adding a contractual provision to disclaim consequential and indirect damages?	No.
48	Reference Section 8, Pro Forma Contract: Will the State exclude from the indemnity any infringements which arise as a result of (1) the State's misuse or modification of the work products; (2) the State's failure to use corrections or enhancements made available by the contractors; or (3) information, direction, specification or materials provided by the State or any third party not acting on behalf of the contractor?	No.
49	Reference Section 8, Pro Forma Contract: Will the State consider limiting the any infringement indemnification obligations to presently existing U.S. patents?	The State assumes that this question relates to section E.14 in the Pro Forma Contract. If that is the case the State will consider limiting infringement indemnification obligations to U.S. patents and copyrights existing at the time of contract execution.
50	Reference Section 8, Pro Forma Contract: Since the hearing before the Tennessee Department of Finance and Administration on February 20 th , 2001 to consider the promulgation of rules concerning limitations of liability on State contracts, have the rules been officially promulgated? Will the State modify its Pro Forma Contract for this RFP to include a limitation of liability? If not, and taking into consideration the aggressive implementation schedule and multiple implementation considerations, a situation is likely to occur where the procurement process limits the participation of qualified vendors and the State determines it is necessary to negotiate a limitation of liability based on Tennessee Senate Bill 3043 and House Bill 3122. What is the recommended procedure for a vendor to meet the mandatory qualifications of the proposal and also indicate a desire to negotiate with the State on a limitation of liability under the new rules? Would the State consider an increase in the amount of the performance bond to cover two times the contract cost as a limitation of liability?	At this time, the State does not have the authority to modify the Pro Forma Contract to include a limitation of liability provision. The recent amendment of State law alone does not authorize limitation of liability in State contracts. However, the State is in the process of promulgating rules that define the circumstances under which such language would be permitted. It is anticipated that these rules will be in place in time to allow the State to consider the vendor's request.
51	Reference Section 8, Pro Forma Contract: Will the State consider adding a contractual provision to disclaim third party beneficiaries?	No.

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#	Question	Response
52	Reference Section 8, Pro Forma Contract: Will the State agree to limit the indemnity obligations set forth in section E.21 to acts that are proximately caused by contractor?	No. The current "hold harmless" provision indicates that the Contractor will be liable for injuries and damages "as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract."
53	Reference Section 8, Pro Forma Contract: Will the State consider modifying the liquidated damages provision to allow the contractor to earn back any (or a percentage) of damages assessed?	No. The contract does not currently have a "Liquidated Damages" provision. There is an "Actual Damages" provision and the State will permanently retain any amounts claimed pursuant to this provision.
54	Reference Section 8, Pro Forma Contract: Will the State add a new provision that provides protection of contractor's proprietary and confidential conformation?	The State will add the provision included in Amendment 3, item 12, E.6.b.ii.
55	Reference Section 8, Pro Forma Contract: Will the State add a new provision that identifies State responsibilities, including decision-making or other management functions, obtaining all consents and clearances needed to enable contractor access to third party products and assets of State to be utilized by contractor in performing the Services, providing current, complete and accurate information (whether written or oral) and materials of the State to contractor that are needed by contractor to perform the services?	No. The State believes that the respective responsibilities of the State and the Contractor are already expressed in the RFP. For example, see Contract Attachment B, Sections 2.9.1 and 2.9.2, and sections 3.1 and ff.
56	Reference Section 8, Pro Forma Contract: Please confirm that the State's rights and obligations with respect to preexisting third party proprietary software that contractor acquires for and provides to the State will be solely in accordance with the applicable license agreement and that transfer of such licensed software will be by contractor's novation of the license to the State or by direct execution of the license by the State with the third party software vendor.	The State's rights and obligations with respect to third party software, add-ons, plug-ins, components to plug-ins, etc., shall be in accordance with the applicable license agreements provided that these agreements are <u>not</u> in conflict with State law or with the State's requirements as expressed in the Contract and RFP. It is the vendor's responsibility to resolve any such conflicts in advance of installing the software and to ensure a level of service with respect to any proposed third-party software that equals or exceeds the State's requirements. The State will choose the most appropriate form of license transfer at the time of the transfer and depending upon the circumstances of the transfer. Given the stipulations of Contract Attachment X (see Amendment 3, item 22), the State assumes that in most cases the State will license the software directly at the time of transfer.
57	Reference Section 8, Pro Forma Contract: Are the workpapers and other documentation to be made available for review only in so far as they relate to the work performed or money received under the Contract? Is the three year record retention period	The State assumes that this question refers to Contract Sections D.8 and E.10. Yes, the review would only be concerned with documentation related to the TRUST Contract. Yes,

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	applicable to this requirement?	the three-year retention period applies in this case.
58	Reference Section 8, Pro Forma Contract: Will the State permit the contractor a reasonable period to cure a contract breach? Will the State agree to allow the contractor to terminate for default in the event of a material breach by the State of its obligations under the contract?	a. In the unlikely event that the State declares the Contractor to be in Breach, the State may assess the situation at that time and may, at its discretion, negotiate a cure period. The language of the contract shall remain as written. b. No, the state will not allow the contractor to terminate for default in the event of State breach.
59	Reference Section 8, Pro Forma Contract: Will the State permit procurement of third party products (hardware and software) that will be transferred to the State to be assigned to an affiliate of the contractor that is a licensed reseller?	This State will only permit this if one of the following conditions is met: (1) the affiliate is a part of a joint venture with the vendor, in accordance with RFP Section 4.1; or (2) the affiliate is named as a subcontractor to the vendor in accordance with RFP Section 3.12.
60	Reference Section 8, Pro Forma Contract: Will the State add provisions to the contract to the effect that nothing in the contract (i) conveys to the State any right or interest to any preexisting proprietary products owned by contractor or any third party and used by contractor to perform the services, including but not limited to contractor's proprietary tools and methodologies, except to the extent otherwise agreed by the parties in a separate written license agreement, (ii) precludes the contractor from developing for itself, or for others, materials which are competitive with those produced as a result of the services, irrespective of their similarity to work products, and (iii) prohibits the contractor's use of its general knowledge, skills and experience and any ideas, concepts, know-how, and techniques related to the scope of its consulting and used in the course of providing the services? Will the State consider limiting the liquidated damages to being the sole and exclusive remedy for breach of such requirement?	a. No, the State will not add the recommended provisions to the Contract. However, see Amendment 3, item 12, which may address some or all of the vendor's concerns. Note that any pre-existing proprietary products will be subject to the provisions of Contract Attachment A, Section 4, as amended. b. There are currently no liquidated damages provisions in the Contract, and the State does not intend to add any.
61	Reference Section 8, Pro Forma Contract: Will the State consider modifying the contract to include a mutually acceptable disputes resolution provision?	No. The State cannot agree to any dispute resolution provisions except those provided by Tennessee law, such as the Tennessee Claims Commission, as provided in Title 9, Chapter 8 of Tennessee Code Annotated.
62	Reference Section 8, Pro Forma Contract: Will the State agree to establish mutually agreed upon acceptance criteria for each work product and appropriate acceptance procedures, including a time frame for acceptance?	No. Contract Attachment B, Section 2.7.5 specifies the approval process for deliverables.
63	Reference Section 8, Pro Forma Contract: Will the State consider modifying the warranty standards to reflect the actual type of services	No.

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	provided?	
64	Page 552, Attachment 9.11 - Is there a State standard for backup and recovery software?	The State's standard Backup/Retrieval software is listed in RFP Attachment 9.11: State Standards, Guidelines and Technical Architecture, as amended. See Amendment 3, item 24, Software: Backup/Retrieval. Database backup/recovery tools may use product and operating system dependent software such as IMS utilities.
65	The State has limited it's liability under the Contract pursuant to section C.1. With respect to the State's rights to recover damages from the Contractor, in addition to the State's rights and remedies discussed in question 6 below, the State under Standard Contract section E.4.a.i may seek "Actual damages and any other remedy available at law or equity." Is the State willing to consider and negotiate an appropriate and mutually beneficial limitation on the Contractor's liabilities in the form of (i) a cap on the amount of actual damages that the State will seek, or (ii) in the form of a prohibition against incidental, consequential, punitive or other classes damages or, preferably, (iii) both?	At this time, the State does not have the authority to modify the Pro Forma Contract to include a limitation of liability provision. The recent amendment of State law alone does not authorize limitation of liability in State contracts. However, the State is in the process of promulgating rules that define the circumstances under which such language would be permitted. It is anticipated that these rules will be in place in time to allow the State to consider the vendor's request.
66	Will the State agree to limit the indemnification required of Contractor by Standard Contract section E.21 to claims relating to death, personal injury, and damage to tangible personal property? Will the state consider limiting this provision to damages cause by Contractor's negligence or misconduct?	No.
67	Will the State consider reducing the retainage in exchange for more favorable pricing.	No. The State takes the position it does on retainage for protection in the event of Contractor default or non-performance and as an incentive for the Contractor to work aggressively toward completing the project.
68	We assume that the indemnification required by Section E.21 is intended to be limited to personal injury and tangible personal property claims arising out of the Contractor's negligence. Is this correct and will the State modify this provision to make the intent more clear?	No.
69	RFP Attachment 9.11, page 552 - Since Windows 2000 Server is to be considered a part of the standard technical architecture and Windows 2000 Server is shipped with Microsoft Transaction Server (MTS), can it be assumed that MTS is a valid application server for the Windows environment?	No.
70	RFP Attachment 9.11, page 552 - Currently, Oracle and Microsoft products are listed as State standards. Is there a preference towards the use of Microsoft vs. Oracle? If not, what is the estimated number of applications within the Department of Safety that are on Oracle and what is the estimated number of	a. No. b. There are no estimates on the number of Oracle/Microsoft applications in the Department of Safety.

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	applications within the Department of Safety that are on Microsoft?	
71	TRUST RFP section 6.3.6 provides that the State reserves its right to add terms and conditions, deemed to be in the best interest of the State, during final contract negotiations and that any such terms and conditions will be within the scope of the RFP. Proposers will not have the opportunity to comment upon such additional terms pursuant to section 3.4. Will the State permit the selected Proposer to negotiate concerning such additional terms? Also, during the negotiations, will the Proposer be permitted to suggest additional terms not previously raised in response to TRUST RFP section 3.4?	It is not the State's intent to substantially modify the Pro-Forma Contract during final contract negotiations. The stipulations of RFP section 3.4 remain in effect.
72	Will the State be willing during negotiations to conduct discussions regarding detailed acceptance procedures for the various TRUST deliverables?	No. Contract Attachment B, Section 2.7.5 specifies the approval process for deliverables.
73	Certain aspects of the Warranty provisions at Standard Contract section A.8 appear to be more stringent than industry standards and therefore, as stated, to have a significant pricing impact. In particular, satisfying the "defect free, properly functioning" requirements of sections A.8.a (hardware and software) and A.8.f (enhancements) and the defect resolution standards of section A.8.c and A.8.d will be costly for Proposer. Will the State be willing to consider proposals containing alternate terms in this area – e.g., (i) a warranty provision requiring that deliverables conform in all material respects to the Contract and/or Change Order requirements and the functional specifications for the applicable deliverable, and (ii) resolutions standards more in keeping with practices in the industry?	No. The warranty requirements remain as written.
74	Also with respect to the Warranty provisions, Standard Contract section A.8.g permits the State to act to repair at the Contractor's expense any deficiency or defect that Contractor fails to repair during the Warranty period. Does the State intend by this provision to exercise its right to repair here any time the resolution standards of sections A.8.c and A.8.d are not met, or will the State instead be willing to negotiate reasonable cure periods for Contractor?	At its discretion, the State may exercise this provision: (1) during the Warranty period, in the event that the Contractor fails to meet the State's warranty requirements as stated in Contract Section A.8; or (2) after the Warranty Period has expired and there are still warranty repair requests outstanding that the Contractor has not yet resolved. The State will not negotiate cure periods as a part of the initial Contract negotiations.
75	Would the State modify D.3.a so that the Contractor gets paid for work in progress that the Contractor was unable to complete due to the State's early termination?	No.
76	With respect to the State's right under Standard Contract sections D.4 and E.4.a.iii to terminate the Contract immediately without notice in the event Contractor fails to properly perform its obligations	In either case--when the State is considering Termination for Breach or declaration of Partial Default--the State may assess the situation at that time and may, at its discretion, negotiate a cure period. The

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	under the Contract, are Proposers to understand this to mean that the State is unwilling to negotiate a reasonable period during which the Contractor will be permitted to attempt to cure any deficiencies in performance under the Contract? Please respond to the same question with respect to the States right in event of a Partial Default under section E.4.a.ii.	language of the contract shall remain as written.
77	With respect to E.4, does a breach of warranty mean an instance in which a warranty is not met and the failure to meet the warranty is not corrected within a reasonable period of time?	The State does not confirm the vendor's interpretation. The time frames for providing Warranty services and the definition of Breach are as stated in the Contract.
78	Are the warranties stated in the Contract document the only warranties the State will be requiring?	In addition to the Warranties stated in the Contract, the State shall also receive the benefit of any manufacturer's warranties in the event that the vendor chooses to supply third-party software as a part of the TRUST system.
79	For purposes of E.4.b.ii, are Proposers to understand that a failure by the State to perform those responsibilities that directly impact the Contractor's performance (e. g. providing space, access to facilities, staff resources) will not be an excuse for Contractor delay, or is this clause intended to be limited to those breaches that do not impair the progress of the project (e.g. late payment)?	As the language states, "Breach" means "any breach on the part of the State," regardless of whether its impact is direct or indirect. The clause is not limited to breaches that do not impair the progress of the project.
80	Will the State negotiate modifications to Section E.5 that would allow an adjustment to the price and/or schedule for impacts that the State's partial takeover would have on the Contractor's performance? Also, does the State intend that the provisions of E.4.b.ii apply to Contractor's remaining tasks if the State failed to perform some or all of the parts of the project that were taken over?	<p>a. No.</p> <p>b. The provisions of Contract Section E.4.b.ii shall apply to Contractor's remaining tasks, regardless of the State's failure to perform.</p> <p>However, due to the possible interdependence of some portions of the State's and vendor's work on the TRUST project, the State may, at its discretion, assess the impact of this interdependence in the event of vendor performance problems.</p>
81	If a proposer intends solutions that rely heavily on pre-existing products owned by themselves or third parties. To the extent that the work created is modifications to pre-existing materials, will the State agree to allow ownership of developed materials to remain with the Contractor provided that the State is granted a perpetual royalty free, fully paid-up right and license to use the materials for the State's own use?	No. The State shall retain all ownership in materials developed during the course of the project and using State moneys, in accordance with Contract Section E.6, as amended (see Amendment 3, item 12).
82	Will the State grant to Contractor the right to the use of residual knowledge, skills, know-how and experience developed or learned by Contractor during its work on the TRUST project?	See Amendment 3, item 12, E.6.c.
83	Standard Contract section E.13 establishes requirements for the Contractor's use of the State's confidential materials. Will the State agree to	The only commitment the State makes in this regard is contained in Contract Section E.6.b.ii, as amended. See Amendment 3, item 12, Section E.6.b.ii.

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	provide like protections with respect to Contractor's confidential materials?	
84	Will the State negotiate clause E.4.a.ii.(4) to have the State's determination of the amount of damages be preliminary rather than final? If the State and Contractor do not agree, damages should be determined through dispute resolution.	No. The State will not negotiate this clause. The State cannot agree to any dispute resolution provisions except those provided by Tennessee law, such as the Tennessee Claims Commission, as provided in Title 9, Chapter 8 of Tennessee Code Annotated.
85	Will the State produce for the proposers, in advance, the form of the performance bond? Alternatively, will the State consider accepting the form bond issued by the proposer's surety?	The form of an acceptable performance bond is contained in RFP Attachment 9.8. The State may be willing to accept minor variations from this form, as long as the substance remains the same. However, this shall be at the State's discretion.
86	Will the State allow that the order of precedence be given first to the document most recent in time and work in reverse order to the earliest document issued?	No.
87	Will the State be willing to negotiate modifications to Section E.18(a), (b) and (c) to give proposer control over its own staff except in instances where the proposers personnel are disruptive to the project? Given that the State is asking for a fixed price contract, the proposer's control over its own staffing reduces the proposers risk and therefore allows for more favorable pricing.	No. From the State's perspective the vendor is in control of its own personnel and may freely manage and assign work to these personnel. The State's rights stated in the clauses referenced are intended to ensure a stable and effective project team, and will only be invoked if the State believes that there is a serious problem.
88	The use of existing applications may result in substantial savings to the State. To the extent pre-existing applications are proposed in order to present the best value to the State, will the State consider negotiating the licensing of the pre-existing materials based on the licensor's standard terms and conditions provided that all of the work performed (other than licensing pre-existing software) is done under the State's terms? Alternatively, if the proposer would agree (i) to license under the State's terms, will the State explicitly agree that its use is limited to use by and for the State; (ii) to allow licensor to revoke the license in the event the State breaches the license terms, (iii) if the license were truly irrevocable, to additional compensation if the State should breach the license terms	<p>The State does not agree with the vendor's proposed options.</p> <p>With regard to Pre-Existing Application Software, the State cannot commit to negotiating licensure based on the licensor's standard terms and conditions without knowing the specifics of these terms and conditions. The State does not intend to enter into any third-party agreements for Pre-Existing Application Software.</p> <p>The State's rights with regard to Pre-Existing Application Software are stated in Contract Section E.22, as amended (see Amendment 3, item 14). See also Amendment 3, item 22, Contract Attachment X, for a definition of Pre-Existing Application Software and the State's requirements with regard to this software.</p>
89	With respect to Sections E.19, E.20 and Section 4.2 of Exhibit A, if these requirements remain they impose additional risk to the to the proposer which will be reflected in the pricing without necessarily providing additional value to the State. Is the State willing to remove or otherwise modify these requirements if such modification would lead to more favorable pricing?	No. All sections remain as written.
90	The functionality that has been requested for the	The State has no reason to change the schedule at this

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	TRUST application is quite extensive, and will require changes in various processes and the way the business of T & R is carried out. Our experience, based on similar complex application development and package modification projects, is that it would be very difficult to meet the current Phase 1 schedule, using either an existing software application with modifications or a custom developed application approach. This schedule challenge is also supported by the comment made by Mr. Ezell in the TRUST pre-proposal conference, about the number of failures in other states. <i>Would the state consider extending the schedule for Phase 1?</i>	time. Note that the dates are tentative and “ <i>subject to change, at the State’s discretion</i> ”. Part of the technical evaluation deals with the Contractor’s proposed work plan. Contractors should propose a work plan that provides a quality product, keeping in mind that the State is not obligated to change its implementation schedule.
91	In accordance with the state's comments at the bidders conference, [Vendor Name] hereby notifies the State that during contract negotiations [Vendor Name] will raise issues around indemnity, software licensing and sources, warranty, and ownership of intellectual property contained in the pro-forma contract. However, we do not believe that it is in either party's best interests to engage in lengthy contract negotiation process until the State selects the bidder with the best technical solution and price, and we will thus refrain from getting into the details of contract language until a more appropriate time."	The State will not discuss contract issues with the winning Proposer unless that specific issue was raised in a written question AND the State’s response indicated that we were open to discussion. The vendor is encouraged to carefully note other questions and answers related to some of these issues.
92	Pg. 64 <i>Will the states Merchant Services Provider provide all software needed to support the interface between Counter Position Hardware/Software and their credit authorization system?</i> Question Previously Submitted 4/25/01	See "Responses to Written Comments -- May 11, 2001, item 33.
93	Pg. 488 Is the vendor responsible for server upgrades for state owned servers in Nashville outlined in Attachment "R"? Question Previously Submitted 4/25/01	See "Responses to Written Comments -- May 11, 2001, item 32.
94	Pg. 492 Is the vendor responsible for providing the Optical storage subsystem and/or upgrades to state owned systems? Page 492 states it is provided at their option but there is no line item in the pricing tables for Optical storage. <i>Were should these costs be included? Is this subsystem connected to state owned or vendor supplied servers?</i> Question Previously Submitted 4/25/01	See "Responses to Written Comments -- May 11, 2001, item 31.
95	Reference Section 8 Attachment F- Interfaces Page 181 Interface 1: What is the mode of connection? Please clarify.	The STARS Application, at close of day, reads cataloged data sets that contain transactions from daily activity. TRUST must build these transactions based on activity and write a file that will be processed by the STARS Application at close of day. This file that is processed by STARS must be cataloged on the State mainframe. FTP is one method that is currently used by State agencies to post data to the mainframe.
96	Reference Section Attachment B: Project	Typically the Project Steering Committee deals with

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	Management (2.7) -- Page 66 What level or types of decisions is PSC (project steering committee) responsible for? How is the State's project manager is empowered to the project related decisions?	broad issues that cannot be resolved by the project team. These generally involve scope and/or interdepartmental issues. The State's Project Manager is empowered to direct the entire project team and deal with day to day decisions on the project, considering all the factors that make for successful project management.
97	Page 13, Section 4.3 mentions that "The state will provide a maximum of 15 on-site workstations...". What is the typical configuration of these workstations? Can we ask for specific configurations such as 1 GB RAM, 40 GB Hard disk, P-III 933 MHz etc.?	The State will provide PC workstations off our standard contracts. These come in various standard configurations with the ability to add options. Workstations will be equipped with the computing power and storage necessary for the developers to perform their work efficiently.
98	Refer Section 4.3 Location and Work Space a. Will the State provide space and equipment for 25 contractor personnel? b. Also can we assume that these workstations will have standard software (Microsoft office, Visio and other products) and connectivity to the State LAN?	a. Providing space for 25 contractor staff will make working conditions very tight. However, we can accommodate this number. b. The workstations will be equipped with standard state software and connections as required to accomplish the project.
99	General a. Is the TRUST project funded for the contract period August 8, 2001 thru Jan 9, 2004? What about funding for the Application Support Services?	Funding is in place for development as well as ongoing operational support. However, we do not know if the "project [is] funded for the contract period" and "Application Support Services" until the cost of the winning proposal is examined.
100	Attachment 9.11 a. Does the State have a preference if the data server for this application be DB2 on S/390 or Oracle on the Solaris platform? If the State does not have a preference are there any implied costs that would impact the decision? Would our choice of RDBMS result in a lower scoring one way or the other based on cost of ownership and support costs of the RDBMS?	No, No, and No.
101	Reference Section Attachment C: Functional Description (Area 4) -- Page 99 What is a TDS sticker? Is an extra fee charged for this sticker?	A TDS sticker is a Tennessee Department of Safety sticker. Currently there are no fees for the issuance of these stickers; also referred to as All Terrain Vehicles (ATV) stickers.
102	Reference Section 8 Attachment F- Interfaces Page 194 Interface 6: Driver License Change of Address - Clarification on what elements or data fields need to be done in the "Update the T&R database"?	Refer to the RFP Interface description on page 194 for data or elements required.
103	Reference Section 8 Attachment F- Interfaces Page 195 Interface 7: Is the security aspect considered while providing WAN and online access to MVET?	Yes. Security will be a consideration when accessing MVET data.

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104	Reference Section 8 Attachment F- Interfaces Page 232 Interface 22: Is there any requirement to get back the transaction details back to TRUST after reconciliation from the Key Merchant Services.	Yes.
105	Reference Section Attachment H: Forms and Decals – Page 242 Will <u>all</u> decals be printed at the point of sale or will there be some preprinted decals issued?	Both types will be issued.
106	Reference Section Attachment H: Forms and Decals – Page 242 The following is a sentence from the RFP: – <i>“Provide capability to complete forms from existing TRUST data and subsequent print”</i> . What are the forms that can be pre-populated with TRUST data?	The Forms listing is a catalog of forms that are currently used but all may not be needed in the future. Refer to the codes listed in the Notes field and the description for the note codes in Contract Attachment H.
107	Reference Contract Attachment – I, Page 248 What is the default paper size for printing correspondence letters? Does the current system use the 1-D, 2-D bar code technique for correspondence?	a. Standard correspondence is printed on 8.5" X 11" paper. b. No.
108	Reference Section Attachment J: Fee Schedules -- Page 285 The county clerk fee for the “Rebuilt Certificate Conversion Fee” is listed as 0.00. Does this mean that the county clerk does not get a fee for this or that it is handled directly by TDOS?	Currently county clerk does not get a fee for this service.
109	Reference Section Attachment J: Fee Schedules -- Page 286 Is it TRUST’s responsibility to generate invoices for the information requests? Do they need to be tracked?	The generation of invoices for information requests is not a requirement of the TRUST system.
110	Reference Section Attachment J: Fee Schedules -- Page 288 The county clerk’s fee for the disabled placard (temporary & permanent) is listed as 0.00. Does this mean the county clerk does not get a fees or it is not done through the county clerk’s office and is handled directly by TDOS?	Currently county clerk does not get a fee for this service
111	Reference Section Attachment J: Fee Schedules -- Page 295/6 How does the state determine who is exempt from the “National Guard”, “Prisoner of War” and “Purple Heart” plate?	National Guard – A list of enlisted members and officers is provided to TDOS. In addition, evidence is provided by individuals. Retired members must provide evidence. POW – POW or spouse must produce evidence that either was a POW (unless spouse remarried). Purple Heart – Permanent must show evidence of award and evidence of being disabled. Non permanent

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		must show evidence of award.
112	Reference Section Attachment L&M: Logical Data Model – Page 342 Does the IRP customer fall in the category of a “Customer”?	Yes.
113	Reference Section Attachment L&M: Logical Data Model – Page 344 Who makes the determination whether the Customer’s address falls within the city limits? Will this be an automatic process?	The County Clerk determines and designates the appropriate jurisdiction in today’s environment. There are plans for online renewals in the future and the rules for this will be determined as a part of detail design.
114	Reference Section Attachment L&M: Logical Data Model – Page 344 Will the DPPA agreement be stored in the database by imaging or any other means?	Yes the document will be imaged.
115	Reference Section Attachment L&M: Logical Data Model – Page 345 When there is mention the of number of lines against each Type of Address, e.g. <i>Attention Line (5 lines)</i> , do the 5 lines represent spaces that will be reserved on screen for data entry? Please clarify?	The number of lines indicated for each address type is based on the USPS Addressing Standard. All addressing in TRUST must comply with this standard.
116	Reference Section Attachment L&M: Logical Data Model – Page 352 What is the relationship between “Individual” and “Customer”?	Individual is a subtype of customer.
117	Reference Section Attachment L&M: Logical Data Model – Page 376 What will be the key of “Out of State” vehicles? VIN itself is not sufficient.	The “key” will be defined in the Design Phase of the project.
118	Reference Section Attachment L&M: Logical Data Model – Page 424 <i>“The State of Tennessee issues RACF id's to uniquely identify staff with access to computerized systems.”</i> Will this business rule be applicable for the new system too?	Yes.
119	Reference Section Attachment Q: Conversion Requirements – Page 487 Need more definition of the BIS system to determine the scope of conversion of these offline systems?	No additional information is available on BIS or any other third party software provider. However, please note that the context of this question deals with Conversion. No BIS data is included in our conversion requirements. The data to be converted is covered in Contract Attachment Q, starting with the section titled “Conversion Constraints” and going through the section titled “Other Considerations” at the end of Contract Attachment Q.
120	Reference Section Attachment S: Counter Position Hardware/Software – Page 489	We are asking the vendor to provide the solution. A thumbprint reader is only one way (RFP “such as...”). At a minimum we <u>require</u> something more than a login

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	How realistic is the customer identification device such as a thumbprint reader? Is it a requirement or Nice to have?	and password.
121	Reference Section Attachment U: Imaging – Page 492 Item 13 In terms of document retrieval timings, does the workstations refer to those in the central locations or at the Point of Service locations. Bandwidth considerations need to be made if it is POS requirement	The 2-3 second threshold applies to images in cache on any server that may be located on site. For testing access times from remote locations, appropriate adjustment to this threshold will be made based on available bandwidth.
122	Is there a consolidated list of all the data sources that need to be converted from current system to the new system?	No list is available other than the RFP. See Conversion Requirements in Contract Attachment Q.
123	What is the size of the data (in terms of number of records, numbers of IMS segments etc.) that needs to be converted?	We have provided more information on sizes of data bases to be converted. See Amendment 3, item 19.
124	Will the archived data be within the scope of the conversion efforts? If yes, what is the size of the data? If no, will the new system require any interface to the archived data?	a. No. b. An interface to existing archived data will not be required. However note the requirements for Purging/Archiving in the RFP.
125	Does the state recommend any specific barcode standard?	See RFP, Page 317, item 32.
126	Ref. 4.2.1 – Title Management a. What is the workflow for approving a title? Is a title approved by Department of Safety? b. Are there any cases when a title is not approved? What is the % rate of non-approval?	a. See the process model – title management and work in progress management. There is no “approval” process as such. However, all parts of the titling process must be completed successfully to result in a title being issued. b. See response a. No percentage of titles not completing the process successfully is available.
127	Ref 4.2.2 a. Does Tennessee have requirement for Junk Vehicles? b. What Brands are associated with vehicle title? Will new Brands be required?	a. Tennessee does not classify vehicles as junk b. For current list on brands refer to RFP pages 426-427. As on any system, changes may occur and if needed, new brands will be added.
128	Ref. 6.1.1 – Registration Management a. Will county offices have facility to print Decals in new system? b. Can I title a vehicle and not register it? c. How is Insurance information verified currently, and how is it required for TRUST to verify that information.	a. Counties that are implemented will have the option to print Decals. b. Yes c. No interface is currently defined to verify insurance information.
129	Ref. 6.5 – Undercover Vehicles a. Does Department of Safety maintain Undercover Vehicles?	Yes.
130	Ref. 7 – Permit and Placard Management a. Are temporary operating permits controlled	Yes.

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	inventory items?	
131	Ref. 8 – Customer Management a. Will a legislative change be required to cleanse Customer data, as this information is printed on title document? b. Does a Customer need to be an owner of a vehicle?	a. Resolution of any legislative issues will be the responsibility of the State. b. No.
132	Reference Section 8 Attachment K General system requirements Page 315 What is expected in a Transactional level help? How much different it is than Screen level help	a. & b. The user will be provided specific information related to the transaction being performed. Specific help text will be developed during the design phase.
133	Reference Section 8 Attachment K General system requirements Page 315 Is FAQ different for Internet and Intranet users?	Yes.
134	Page 319, Contract Attachment K, #60 – The requirement for the four second response time requirement for 95% of the time from Nashville office refers to ALL the transactions defined in TRUST or certain specific core transactions only? Does that apply to reports also? Please provide the network connectivity details along with current bandwidth utilization for the link between Nashville office and the data center where the TRUST servers will be located. Will there be any QoS guarantees provided for TRUST on these network links? Are there any other applications using this link?	a. All. b. No. c. T1. d. QoS are not application specific. QoS is applied to data traffic types such as SNA priority over IP traffic. e. Yes.
135	Attachment P - Training Requirements a. Is the State open to Train the Trainer approach to conduct application level training? On page 71 only 4 people at 25% are allocated to assist with training and help desk, can we use these resources for a "Train the Trainer approach"?	No.
136	Reference Section Attachment B: Project Management (2.8) -- Page 69 Who has the responsibility of development and test servers? Who is responsible for the hardware and software that is required for the development of the TRUST system?	See "Responses to Written Comments -- May 11, 2001, item 28. If the vendor chooses to perform development and testing at the vendor's site, then the vendor is fully responsible for all aspects of that environment, including development and test servers. If the vendor chooses to develop and test TRUST at the State's project site, then the State shall provide the Hardware/Software/Services listed in Contract Attachment R as "State-Provided," along with the on-site workstations described in RFP Section 4.3; the vendor will provide all other components, including those listed as "Contractor-Provided" in Contract Attachment R.
137	Reference Section Attachment B: Project Management (2.9) -- Page 71	The deliverable approval process is described in Contract Attachment B, Section 2.7.5. The State will attempt to review all deliverables as quickly as

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	How long is the work plan approval process?	possible.
138	Reference Section Attachment B: Project Management (2.9) -- Page 71 Will all the phases of the project grouped under one contract or will they be grouped under separate contracts?	All phases of the project will be under one contract.
139	Reference Section 8 Attachment F- Interfaces Page 215 Interface 16: Internet Enabled with State of Tennessee Portal Service - Clarification on the scope of the links if it is more than web links to pages? Will database transactions be passed from the portal page?	See Contract Attachment B, Section 2.5, and its subsections.
140	Reference Section Attachment O – Page: 484: Test Environment a. The State Architecture does not define a Automated Testing tool ? Is one defined? We have previous experience with the State of TN using Mercury Interactive is this still in use and acceptable? b. The document says for the Integration and System testing, the contractor will provide the test data. Some times, it is beneficial to get some realistic data from the client. Would state object to providing such data?	a. The State does not have a standard automated testing tool, and does not, at this time, advocate the use of any particular tool. b. At the State's discretion, the State will assist the vendor in obtaining realistic data from the State's systems.
141	Reference Section Attachment R: H/w and S/w Services – Page 488 a. The ability of the POS to work offline and sync information with the central system will require additional time and cost consideration in terms of development. How much of localization is required for offline operation of POS? Will this not create functional issues, for example – renewing delinquent registration without collecting back taxes? b. Are the PCs used for the above point included as part of the required workstation count as respective POS workstation counts or are they additional?	a. See "Responses to Written Comments -- May 9, 2001," item 5. It is possible that there will be design issues that arise due to the need for off-line processing. The vendor should propose a solution that can address these issues. b. The number of counter position workstations required by the State, regardless of whether they are PC's or POS machines, is expressed in the "Counter Position Workstations" column in Contract Attachment W.
142	Reference Section Attachment S: Counter Position Hardware/Software – Page 490 Is the scope of the off-line system TRUST-POS system limited to a county? Need clarification on the functions that need to be supported by the offline system. (Renewals, etc)	a. Any County Clerk office, or any of its satellites, shall be able to perform off-line Counter Position processing as defined in the RFP when the main TRUST system is off-line. c. For the functions to be supported by the off-line system, see "Responses to Written Comments -- May 9, 2001," item 5. The TRUST-POS at central office must also have the

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		same capability as county POS for processing registrations and renewals. In addition, the central office POS must be able to process Handicap Placards and Dealer Plates in off line mode.
143	What are the technical details of State Service Portal for interface requirements of TRUST? What is the technical architecture? What are all the interfaces available to us?	In accordance with Contract Attachment B, Section 2.5 and its subsections, the vendor will work with the Portal Contractor at appropriate points throughout the project to define the interface requirements and technical architecture necessary for the State Service Portal function. See also Contract Attachment B, Sections 2.9.1.10 and 3.2.1.4.
144	Page 316, Contract Attachment K, #16 Is there any security infrastructure (for authentication, authorization etc.) in place for all the applications in use at State of TN? What are the details of such infrastructure?	<p>The State uses several methods of authentication and authorization including RACF, directory services (NetWare Directory Services), Virtual Private Network, etc. We have established Entrust as our PKI. State security standards are published (internally) on the State Intranet.</p> <p>The State will provide details of the security infrastructure at the appropriate time during system design.</p>
145	Page 318, Contract Attachment K, #45 requires us to implement TRUST user interface in HTML and JavaScript for client presentation. We understand that this is definitely a requirement for citizen access to TRUST functionality (through portal). However, does this restriction also apply to the user interface for the internal users (county clerks workstations etc.?). It becomes extremely difficult to interface to external peripheral devices on county clerk's workstation such as credit card reader, printers, signature capture devices, scanners etc. How do you propose we should take care of this problem? Will there be any relaxation to this rule? Does POS terminals also come under the same rule?	<p>The important phrase in this requirement is "<i>client presentation</i>". We would not expect client presentation to be an issue on a credit card reader, printer, etc. we would expect that the successful bidder would have the expertise to present a consistent client presentation through the use of APIs or other technology.</p> <p>The question of relaxing "this rule" is not simple to deal with. In the sense that it is used, everything in the RFP is a "rule." It is up to the proposer to present their best approach to meeting our requirements.</p>
146	<p>Refer Attachment 9.2 Cost Proposal Format</p> <p>a. What is to be included in the County Clerk Implementation Cost ? Is it primarily services cost(labor to implement the solution, and training) since the hardware costs are included in another table ?</p> <p>b. Line Item H/W. S/w cost - What figure will the State use to evaluate the lowest cost? Will it be the average of the line items or the sum of the line items?</p> <p>c. Application Support Cost - What figure will the State use to evaluate the lowest cost? Will it be the average of the line items or the sum of the</p>	<p>a. See RFP Section 5.3.6, page 21, "Phase II Implementation" section, as amended (see Amendment 3, item 6). The first paragraph of this section lists the items included in the County Clerk Implementation Cost.</p> <p>The vendor has misunderstood the purpose of the Line Item Hardware/Software Cost table. This table is only used to <u>change</u> the configuration at an implementation site, or to purchase imaging hardware/software. <u>All hardware cost (with the exception of imaging) to implement and make operational a given County Clerk site shall be included in the County Clerk Implementation Cost table.</u></p>

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	line items?	<p>See also Amendment 3, item 22, which further defines the three categories of software that may be provided under this RFP.</p> <p>b. See RFP Section 6.2.8, page 25. As this section explains, the State will sum the line items for Line Item Hardware/Software Cost.</p> <p>c. See RFP Section 6.2.8, page 25. As this section explains, the State will sum the line items for Application Support Cost.</p>
147	Section C.1 of the RPF, entitled Maximum Liability, describes the limitation of liability of the State under this agreement. Is it acceptable for the liability of the contractor to also be limited to a finite amount?	At this time, the State does not have the authority to modify the Pro Forma Contract to include a limitation of liability provision. The recent amendment of State law alone does not authorize limitation of liability in State contracts. However, the State is in the process of promulgating rules that define the circumstances under which such language would be permitted. It is anticipated that these rules will be in place in time to allow the State to consider the vendor's request.
148	The amount of liability typically does not exceed the amount of the amount paid the contractor under the agreement. Is such a finite limit acceptable?	At this time, the State does not have the authority to modify the Pro Forma Contract to include a limitation of liability provision. The recent amendment of State law alone does not authorize limitation of liability in State contracts. However, the State is in the process of promulgating rules that define the circumstances under which such language would be permitted. It is anticipated that these rules will be in place in time to allow the State to consider the vendor's request.
149	The RFP is silent regarding treatment of consequential damages. Is it acceptable to the State for the contractor not to be liable for any form of consequential damages?	No.
150	Does the State wish to own the hardware that is implemented to run the TRUST application?	Yes.
151	Given that this application will be available to the public via the internet, would a vendor solution that enhances the access of the public internet be favorable?	All solutions proposed will be evaluated on their merits in accordance with the process described in the RFP.
152	<p>The pro forma contract does not contain any limitation of contractor liability, nor does it exclude any types of damages, both of which are commercial standards in our industry. We request inclusion of the following clause:</p> <p>“ Limitation of Liability – In any instance where the State is entitled to recover damages from the Contractor, regardless of the basis of such claim (including fundamental breach, negligence, misrepresentation, or other contract or tort</p>	At this time, the State does not have the authority to modify the Pro Forma Contract to include a limitation of liability provision. The recent amendment of State law alone does not authorize limitation of liability in State contracts. However, the State is in the process of promulgating rules that define the circumstances under which such language would be permitted. It is anticipated that these rules will be in place in time to allow the State to consider the vendor's request.

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	<p>claim), the Contractor is liable for no more than:</p> <ol style="list-style-type: none"> 1. payments referred to in the Copyright and Patents clause of this contract; 2. damages for bodily injury (including death) and damage to real property and tangible personal property, and 3. the amount of any other actual direct damages, up to the greater of \$100,000 or the charges (if recurring, 12 months' charges apply) for the Product or service that is the subject of the claim. For purposes of this clause, the term "Product" includes materials and Licensed Internal Code. <p>This limit also applies to any of our subcontractors and Program developers. It is the maximum for which we and our subcontractors and Program developers are collectively responsible.</p> <p>Items for Which We are Not Liable Under no circumstances are we, our subcontractors, or Program developers liable for any of the following:</p> <ol style="list-style-type: none"> 1. third-party claims against the State for damages (other than those under the first two items listed above); 2. loss of, or damage to, State records or data; or 3. special, incidental, or indirect damages or for any economic consequential damages (including lost savings), even if we are informed of their possibility." <p>This language includes unlimited liability for damages to real property, tangible personal property, and bodily injury (including death) caused by our negligence. We will accept responsibility for traditional contract damages up to the value of the product we have provided. This is intended to enable you to replace our product or service in the rare event that it does not perform per the specifications. Our goal is to arrive at a fair allocation of risk that will not increase our prices to the end user.</p>	
153	<p>Contract term C.3, Development Phase Milestone Payment Methodology (Page 36). This term states that "Twenty percent (20%) of the "Cost by Phase" for each Development Phase will be withheld until the State's written acceptance of the Phase I TRUST implementation." This is a significant financial impact to the contractor and adds cost to the State for</p>	<p>See response to item 67, above.</p>

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	the TRUST implementation. The imposition of a financial retention of a significant sum is commercially unreasonable and unnecessary to protect the interests of the State. We recommend that this retention be eliminated or significantly reduced to minimize the cost impact to the State.	
154	Contract term E.4, Breach, subparagraph II (Page 46). We recommend changing the word "partial" to "incomplete" to properly convey the meaning of an unauthorized failure to complete a contract requirement in its entirety. The word "partial" is commonly used in Customer-directed termination actions.	The State agrees to change the word "partial" to "incomplete" in the Contract Section E.4, subsection II. See Amendment 3, item 10.
155	Contract term E.4 Breach, subparagraph b.i. (Page 47). This term gives the State an absolute waiver if not notified of a contract breach within 30 days of its occurrence. This could lead to a inequitable result if the breach is not evident, or for a number of reasons, isn't timely communicated within the contractor's organization and then to the Customer. We recommend changing paragraph E.4.b.i to include the term "...prior to final payment..." between the words "E.4.b." and "shall".	The language remains as written.
156	Contract term E.5, Partial Takeover (Page 47). Please clarify that any action taken by the State under this clause will be processed in accordance with the convenience termination process. We are particularly concerned that E.5 does not clearly state that the contractor is entitled to reimbursement for incurred costs in the case of a takeover of a fixed price milestone under which work has begun and costs have been expended.	The State does not accept the vendor's interpretation or clarification of this provision. However, the State will amend Contract section E.5 to include language similar to that of Contract Section D.3.a. See Amendment 3, item 11.
157	<p>Contract term E.6, State Ownership of Work Products (Page 47). While we have no objection to State ownership of certain categories of work product, the clause does not take into account the full spectrum of products which may be employed to perform the contract, e.g., pre-existing works. Without such license protection, contractors would be unable to use derivative works in the performance of this contract and the State would lose the benefit of cost and labor efficiencies that would flow from that. We recommend that the clause be modified to distinguish the types of materials to be used and the parties respective rights. Inclusion of a term substantially as follows would suffice.</p> <p>Work products will be identified as being "Type I Materials," "Type II Materials," or otherwise as we both agree. If not specified, Materials will be considered Type II Materials.</p>	The State does not accept the vendor's recommended language. However, the State will amend the contract to clarify the Contractor's ownership rights with regard to Pre-Existing Application Software. See Amendment 3, items 12 and 14.

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	<p>Type I Materials are those, created during the Service performance period, in which you will have all right, title, and interest (including ownership of copyright). We will retain one copy of the Materials. You grant us 1) an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, distribute (internally and externally) copies of, and prepare derivative works based on Type I Materials and 2) the right to authorize others to do any of the former.</p> <p>Type II Materials are those, created during the Service performance period or otherwise (such as those that preexist the Service), in which we or third parties have all right, title, and interest (including ownership of copyright). We will deliver one copy of the specified Materials to you. We grant you an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute, within your Enterprise only, copies of Type II Materials."</p>	
158	<p>Contract term E.13, Confidentiality of Records (Page 49). This term states that all materials provided by the State are confidential "in accordance with State law". While the law may be clear on the confidential nature of materials, it is our experience that the individuals who handle such information on a daily basis are better served if confidential materials are so marked. We presume that, although unstated in the contract term, it is the practice of the State, as it is of the contractor, to either mark confidential material with an appropriate legend, or, by written notice, advise the receiver of the confidential nature of such material. We also recommend that, where the law allows, the receiver's confidentiality obligation period be expressed in terms of a firm end date.</p>	<p>The State does not accept the vendor's interpretations or assumptions. The State's and the vendor's responsibilities shall be as defined in the Contract Sections E.6.b.ii (as amended), E.13, and in State law. The State makes no further commitments beyond those expressed in Contract Sections E.6.b.ii, E.13, and in State law.</p> <p>See Amendment 3, item 12, for amended E.6.b.ii.</p>
159	<p>Ref. Attachment W, Phase 1 Implementation Table, page 497.</p> <p>Please confirm all data given for Blount in this Table. We are questioning this because this Table indicates 1 satellite for Blount, where-as other Tables (i.e. Section C.4., page 37 and Attachment 9.2, page 505) indicate 3 satellites for Blount.</p>	<p>The correct number of satellites for Blount county is 3. See Amendment 3, item 21.</p>
160	<p>Ref. Attachment 9.2, County Clerk Implementation Cost Table, pages 505 through 507.</p> <p>Certain aspects of implementation costs (e.g. application support costs) for each County will depend on the time remaining in the Contract when each is implemented. An expected implementation date should be specified for each County, so that all</p>	<p>The State cannot specify implementation dates for County Clerk (or their satellite) sites at this time.</p> <p>The types of costs the vendor is to include in its Cost Proposal for the County Clerk Implementation Cost table are listed in RFP Section 5.3.6, under the header "Phase II Implementation." All of the costs listed are</p>

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	bidders will include costs for the same remaining time period.	<p>development/ implementation costs that will not recur for a given site, and therefore will not be affected by the time remaining in the term of the contract.</p> <p>The "application support costs" specifically mentioned refer only to the application support efforts required to successfully develop and implement TRUST at the site in question. Beyond this initial effort, the State will compensate the Contractor for Application Support Services in accordance with the rates proposed on the Application Support Cost table in RFP Attachment 9.2.</p> <p>With regard to Third-Party software that may require licensure, the State has limited the vendor's responsibility for such licensure to one (1) year, in accordance with Amendment 3, item 22.</p>
161	<p>Ref. Attachment 9.2, Line Item Hardware/Software Cost, page 508.</p> <p>These items may contain some 3rd Party, Plug-in, Add-on or Other Software which attract some on-going licensure and maintenance fees.</p> <p>Implementation dates will vary by location, and thus time remaining in the Contract, and thus on-going licensure and maintenance fees. An implementation date should be specified for purposes of this Table so that all bidders will include these fees for the same time period in their costs.</p>	<p>The State cannot specify implementation dates for County Clerk (or their satellite) sites at this time.</p> <p>Therefore, the State has limited the vendor's responsibility with regard to licensure of Third-Party software to one (1) year, in accordance with Amendment 3, item 22.</p>
162	<p>On Page 196, it is clear that Finalist is the address verification software standard for the State.</p> <p>Question: <i>Are we to assume that the licenses will be provided directly by the State outside of this procurement, or are we responsible for including the cost in this proposal?</i></p>	The State provides the Finalist license.
163	<p>On page 99 of the RFP in the Title Management Section it states, "It is anticipated that this definition will be expanded to include certain types of Watercraft."</p> <p>Question: <i>Is TRUST functionality to include the Titling and Registration of Watercraft in this proposal?</i></p>	Watercraft are to be titled in TRUST. The registration of watercraft is not a requirement of TRUST.
164	<p>Infrastructure Requirements 43 and 44 from page 318 state:</p> <p>43. "TRUST must be developed as a browser based Web enabled application running on the State's Intranet and accessible via the Internet."</p> <p>44. "TRUST must function the same for both Microsoft Internet Explorer V5.5 SP1 (or</p>	As long as the TRUST system meets the State's requirements as expressed in the RFP, the relative distribution of functionality between the Web-enabled and GUI-enabled portions of the system is up to the vendor. Each proposed solution will be evaluated based on its merits against the requirements stated in the RFP.

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	<p>higher) and Netscape Navigator V4.76 (or higher)."</p> <p>Design Requirement 51 from page 319 states:</p> <p>51. "TRUST must utilize Windows Graphical User Interface (GUI) interfaces using drop-down boxes, check boxes, text boxes, radio buttons, etc., to facilitate user friendly data entry and editing."</p> <p>Based upon our experience in delivering five recent State Registration and Titling systems, dedicated workstations deployed using Windows GUI Standards, as indicated in design requirement 51, are necessary to support robust processing, business rules and data edits.</p> <p>Dealers, lienholders, fleet managers, registration renewals, change of address, and other public interfaces, as accessed through the State Portal Contractor, can appropriately be browser based as indicated by infrastructure requirements 43 and 44.</p> <p>Question: <i>Can you confirm that an acceptable solution involves both?</i></p>	
165	<p>Attachment T: Printer Specifications (page 491)</p> <p>"Printers must have a.... proven track record of being used successfully in other states for this purpose."</p> <p>My company has developed new laser based printing technology which is being evaluated by DMV's in other states and is presently in the process of testing by a major manufacturer of reflective decal products. At this writing we have no states presently using our solution. This printer meets or well exceeds all technical printer specifications in this RFP. In light of Lou Kompare's opening remarks to find a solution that is "extraordinarily un-similar" or Ray Selvage's remarks to "take advantage of new technology", does the State simply want decal printers other states are already using or does the State seek the best possible solution available today?</p>	<p>The State wants the best solution today that meets our requirements and is proven by use. We are not interested in providing a test bed for new and/or unproven technology.</p>
166	<p>Does the State have a written specification for reflectivity and UV fade resistance specific to the decals that will be attached to the license plates?</p>	<p>Yes. See Amendment 3, item 23.</p> <p>Note – the State procures the decal stock.</p>
167	<p>Attachment T: Printer Specifications (page 491)</p> <p>"The printer be able to use toners that have been</p>	<p>a. For Written specifications, see Amendment 3, item 23.</p>

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	<p>tested and documented to be solvent and adhesion resistant for use in printing automobile stickers."</p> <p>Does the State has specific written specifications for this? Is this subject to independent testing, or does the printer provider only verify the results?</p>	<p>b. The bidder awarded a contract for TRUST must certify that State specifications are satisfied.</p>
168	<p>Attachment T: Printer Specifications (page 491)</p> <p>"The printer must be able to support the paper sizes and weights needed for the forms to be supported."</p> <p>Does the State know the sizes and weights or is that up to the provider to determine the forms sizes? Is there a separate RFP for forms or does the State already a provider?, if so, what is the company's name.</p>	<p>a. The sizes of forms are: 8 ½ X 5 ½; 8 ½ X 3 ½; 8 ½ X 11; 8 ½ X 14; 12 X 6 (print orientation). The weights are 12#; 20#; 24#; 28# (perforated); 60#; 110#; 125#. Additionally, we use 8 ½ X 11 Avery mailing label sheets.</p> <p>b. The State is responsible for buying forms and these may come from multiple sources. The intent is for TRUST forms to be printed from paper (blank, card stock, labels) loaded in a TRUST printer. The form format would be defined by the TRUST application.</p>
169	<p>Is the State willing to discuss alternatives to the 'unlimited liabilities' provision that is part of the standard terms and conditions?</p>	<p>At this time, the State does not have the authority to modify the Pro Forma Contract to include a limitation of liability provision. The recent amendment of State law alone does not authorize limitation of liability in State contracts. However, the State is in the process of promulgating rules that define the circumstances under which such language would be permitted. It is anticipated that these rules will be in place in time to allow the State to consider the vendor's request.</p>
170	<p>Regarding ownership of the final application product proposed for TRUST, it is our understanding that Tennessee and the vendor selected would have rights to the application solution. Another way of asking the question would be as follows: Can the vendor selected resell the final solution used for TRUST to other states?</p>	<p>The State does not confirm the vendor's understanding. Please see the pro forma contract, sections E.6 and E.22, as amended, for the State's position in this regard. See Amendment 3, items 12 and 14.</p> <p>Pursuant to these sections, the State will have exclusive and unlimited rights, including ownership rights, in all "work products" developed during the term of the TRUST project. The Contractor shall <u>not</u> have the right to resell this portion of the overall TRUST solution.</p> <p>However, any application software that the vendor proposes as a part of the TRUST system that existed prior to the term of the TRUST project ("Pre-Existing Application Software") remains the property of the vendor to the extent that it was the property of the vendor prior to the TRUST project. The State's rights with regard to Pre-Existing Application Software are stated in Contract Section E.22, as amended. See Amendment 3, item 14.</p>